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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation,
ORACLE AMERICA, INC., a Delaware
corporation; and ORACLE INTERNATIONAL
CORPORATION, a California corporation,

Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation;
and SETH RAVIN, an individual,

Defendants.

AND ALL RELATED COUNTER CLAIMS.

Case No. 2:10-CV-0106-LRH-PAL

**DECLARATION OF ROBERT T. GILL
IN SUPPORT OF NON-PARTY
CEDARCRESTONE INC.'S SURREPLY**

I, Robert T. Gill, hereby declare as follows:

1. I am over the age of eighteen years, am competent to testify in this action, and have personal knowledge of the following facts. I am a partner at Peabody & Arnold LLP and am counsel for CedarCrestone, Inc. ("CedarCrestone"). I make this Declaration in support of non-party CedarCrestone's Surreply to Plaintiffs' renewed Motion to Modify Protective Order.

2. Attached hereto as **Exhibit 1** is a true and correct copy of CedarCrestone's Answer and Counterclaims filed October 10, 2012 in the the action entitled *Oracle America, Inc., Oracle International Corporation, v. CedarCrestone, Inc.*, pending in the United States District Court, Northern District of California, Case No. CV-12-4626.

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1 3. Brian Fees, CedarCrestone's Chief Financial Officer, and myself previously signed
2 declarations dated June 14, 2012 [*see* Dckt. Nos. 330, 331] attesting to our review of Oracle's
3 subpoena to CedarCrestone, determination that the subpoena was void and objectionable, and
4 discussing our good faith communications with Oracle concerning the production of
5 CedarCrestone's confidential information to be used only for purposes of the Rimini Action.

6 4. Oracle never informed CedarCrestone that it was investigating CedarCrestone or that
7 Oracle would want to try to use the CedarCrestone information outside the *Rimini* Action throughout
8 the many months of discussions and communications with Oracle and its representatives leading up
9 to CedarCrestone's good faith production of confidential information. Also, Oracle never informed
10 CedarCrestone that it was investigating it or that Oracle really wanted the CedarCrestone
11 confidential information for use outside of the *Rimini* Action during the months after having
12 received the information, but before it requested the CedarCrestone deposition. Only *after* Oracle
13 had also procured the CedarCrestone testimony did it then inform CedarCrestone that Oracle
14 intended to use the information for purposes other than the *Rimini* Action. Now, in its recent Reply,
15 Oracle states that it was investigating CedarCrestone the whole time but it never told this to
16 CedarCrestone.

17 5. Oracle was the vastly stronger partner in the prior Oracle-CedarCrestone partnership
18 relationship and knew CedarCrestone was incentivized to maintain the partnership. It was always
19 implicit in the discussions with Oracle that Oracle was asking CedarCrestone to help it against
20 Rimini, a competitor of both Oracle and CedarCrestone, and that the CedarCrestone information
21 would not be used outside the *Rimini* Action. Obviously, had CedarCrestone known Oracle was
22 already investigating CedarCrestone, it would not have agreed to the production and deposition but
23 would have asserted its legal rights, including quashing the void and abusively overbroad subpoena.
24 Instead, CedarCrestone agreed to a good faith production and deposition in reliance on
25 CedarCrestone's assurances, the protections of the Protective Order, and the protections of the
26 Supplemental Stipulation which expressly stated the parties' implicit understanding that disclosure
27 of non-party confidential materials was in need of "special protection from public disclosure and
28 from use for any purpose other than defending against this [*Rimini*] litigation." [Dckt. No. 386-4].

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct.

3 Dated October 18, 2012.

4 /s/ Robert T. Gill
Robert T. Gill

CERTIFICATE OF SERVICE

I hereby certify that on October 18, 2012, I served via CM/ECF a true and correct copy of the foregoing **DECLARATION OF ROBERT T. GILL IN SUPPORT OF CEDARCRESTONE'S SURREPLY** to all parties and counsel as identified on the CM/ECF-generated Notice of Electronic Filing.

/s/ Jana Dailey

Jana Dailey

An employee of DUANE MORRIS LLP